der v. *Central National Bank of Boston*, 188 Mass. 25, 73 N. E. 1024; *Ashton* v. *Atlantic Bank*, 3 Allen (Mass.) 217. Where the defendant knows, as it did in the principal case from the fact that he was a guardian, that the trustee has no authority to deposit to his personal account, it is properly held liable. *Duckett* v. *National Mechanics' Bank*, 86 Md. 400, 38 Atl. 983.

BILLS AND NOTES — DEFENSES — INTOXICATION AND INSANITY. — The defendant signed a note as accommodation co-maker while in a state of complete intoxication. *Held*, that a holder in due course cannot recover. *Green* v. *Gunsten*, 142 N. W. 261 (Wis.). See NOTES, p. 164.

BILLS AND NOTES — RIGHTS OF HOLDER AGAINST GARNISHING CREDITOR OF DRAWER. — A depositor drew a check on the R. bank, for a smaller amount than his deposit, in favor of the M. bank. Before M. sent the check to R. for payment, a creditor of the depositor garnished the R. bank and M. intervened. *Held*, that the intervener is entitled to the amount of the check from the deposit in the R. bank. *Farrington* v. *F. E. Fleming Commission Co.*, 142 N. W. 297 (Neb.).

A check against a specified account, or for the whole deposit, or when accompanied by an assignment agreement, has been held to be an equitable assignment *pro tanto* of the depositor's claim. *Fortier* v. *Delgado & Co.*, 122 Fed. 604; *Taylor's Estate*, 154 Pa. St. 183, 25 Atl. 1061; *Throop Grain Elevator Co.* v. *Smith*, 110 N. Y. 83. But these are only exceptions to the common-law principle accepted in the great majority of jurisdictions that a check is not an assignment, the payee having no more right against the drawee than on any other unaccepted bill of exchange. *Hopkinson* v. *Forster*, L. R. 19 Eq. 74; *O'Connor* v. *Mechanics' Bank*, 124 N. Y. 324. A few states, including Nebraska, took the opposite view. *Fonner* v. *Smith*, 31 Neb. 107, 47 N. W. 632. If the check is not an assignment, the garnishing creditor of the depositor prevails against the holder of the check who has no claim upon the funds. *Dickenson* v. *Coates*, 79 Mo. 250; *Kuhn* v. *Warren Savings Bank*, 11 Atl. 440 (Pa.). The Negotiable Instruments Law, § 189, adopted in Nebraska, expressly provides that a check is not an assignment. Contrary to the principal case, Kentucky, which formerly held a check to be an assignment, has recognized that the adoption of this statute changed the old law. *Taylor's Adm'r* v. *Taylor's Assignees*, 78 Ky. 470; *Boswell* v. *Citizens Savings Bank*, 123 Ky. 485, 490, 96 S. W. 797, 799. The principal case follows the old minority view and is directly opposed to the express words of the Negotiable Instruments Law.

CARRIERS — DISCRIMINATION AND OVERCHARGE — MISTAKE: LIABILITY FOR NEGLIGENCE FOR QUOTING TOO HIGH A RATE BY MISTAKE. — A carrier quoted a rate to a shipper which by error was less than that published in accordance with sec. 6 of the Interstate Commerce Act. The shipper in reliance made a contract for the sale of certain cotton seed, and loaded it on cars. Later the carrier notified the shipper that a mistake had been made and quoted a new rate, which by a second mistake was higher than the published rate. The shipper refused to ship, but stated that he would have shipped at the correct rate and sued for lost profits. *Held*, that he may recover. *Aldrich* v. *Southern Ry. Co.*, 79 S. E. 316 (S. C.).

The case is unquestionably sound in holding the carrier liable for refusing to accept at a reasonable rate the shipment tendered to it. *Pickford* v. *Grand Junction Ry. Co.*, 8 M. & W. 372. The published rate is held legally to be the only reasonable one. *Texas & P. Ry. Co.* v. *Abilene Cotton Oil Co.*, 204 U. S. 426, 27 Sup. Ct. 350. The case, however, is made to depend solely on the actual tender of the goods, and recovery would have been denied if the shipper's remedy had been dependent merely on the negligence of the carrier.